

PACIFIC VILLAGE I

Rules & Regulations

EFFECTIVE October 1, 2009

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PACIFIC VILLAGE I RULES & REGULATIONS

October 1, 2009 – cancels and supersedes all previously issued Pacific Village I Rules & Regulations.

1. GENERAL

- 1.1 All Pacific Village I Owners shall be considered as sublessees to Pacific Village I and are legally bound by the terms of the Pacific Village I Sublease. Owners shall consider it their primary responsibility to abide by the terms contained therein. At the time of purchase of a property at Pacific Village I each Owner signed acceptance of and agreement with the terms that are set forth in the Sublease. Equally, it is acknowledged that the Sublease results out of and is subject to the terms and conditions of the Head Lease governing the property occupied by Pacific Village I. Failure to abide by any of the terms as set forth in either the Head Lease, the Sublease or the Rules and Regulations as determined from time to time by Owner's Council, will result in corrective action taken by the Pacific Village I Owner's Council in compliance with the terms of the Head Lease.
- 1.2 Rules and Regulations contained herein shall be complied with at all times, and any violation of these shall result in fines or other penalties as set by Owner's Council. Owner's of rental units are responsible for ensuring that their tenants are aware of, and abide by, these Rules and Regulations. Each tenant must sign a Schedule "A" Form D indicating that they have read the Rules and Regulations and a copy of the form must be submitted to Owner's Council prior to any tenancy commencing.
- 1.3 As a safety measure, occupation of two-bedroom units is limited to a maximum of four persons. Three bedroom units are limited to a maximum of six persons.
- 1.4 Visitors may remain for a maximum of three (3) consecutive weeks. For an extension of this period, the resident of note must contact Owner's Council, in writing, to obtain permission for a visitor to stay beyond three (3) weeks.
- 1.5 No Owner shall do anything or permit anything to be done that is contrary to any Federal, Provincial or municipal by-laws.
- 1.6 No unit shall be used for commercial or professional purposes without the written approval of Owner's Council. No unit shall be used for any purpose that may be illegal and/or injurious to the reputation of Pacific Village I.

2. HAZARDS

- 2.1 Nothing should be brought onto or stored in a unit or on Common Property which will in any way increase the risk of fire, or the rate of fire insurance or any other insurance policy, or which will invalidate any insurance policy. This includes gas powered motorized vehicles and/or equipment and any flammable liquids.
- 2.2 Things considered to be hazardous to health and safety, especially burning material such as cigarettes or matches, shall not be thrown from or dropped out of any window, door, balcony or any other part of a unit or on Common Property.
- 2.3 The use or storage of fireworks or any other explosives constitutes a fire and safety hazard and is strictly prohibited on any part of Pacific Village I. Owner's Council shall levy an immediate fine to any Owner or Resident that disregards Rule 2.3. (See Pacific Village I Rules and Regulations #10.5). Owner's and Residents are responsible for the actions of their guests in this matter.

HAZARDS CONT'D

- 2.4 If a Resident, his or her children and/or guests, while riding on a bicycle or any other similar wheeled conveyance on sidewalks or other Common Property, injure another Resident, child, guest or anyone else who has a right to be on these areas, the Resident of note is financially liable for such injury. If the use of wheeled conveyances results in damage to Common Property, the cost of repairs shall be charged to the responsible party.
- 2.5 The use of bicycles, roller blades, skateboards, scooters or other such devices for recreation purposes is prohibited on Common Property.

3. EXTERIOR APPEARANCES

- 3.1 No signs, fences, trellises, gates, billboards, placards, advertising or notice of any kind shall be erected or displayed on Common Property without prior written approval of Owner's Council.
- 3.2 No awning, shade, screen, air-conditioning unit, exterior lighting (e.g., patio lanterns, rope lights), smoke stack, radio or television antenna or similar item shall be hung from, affixed or attached to the exterior of the building or unit, without prior written approval of Owner's Council.
- 3.3 No laundry, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so they are visible from the outside.
- 3.4 Balconies shall not be used for storage purposes.
- 3.5 All garbage and recyclable material shall be placed in the proper containers (dumpsters or totes) provided. All garbage, including diapers and pet litter/droppings, must be securely tied in garbage bags before being deposited in garbage dumpsters. Any items, e.g. furniture, appliances, mattresses or other such items too large to be placed in a dumpster must be disposed of off site by the owner of the items. No drywall, paint cans or flammable containers shall be placed in a dumpster. Such items must be disposed of off site by the by the owner of such items.
- 3.6 The use of exterior Christmas lights and decorations is limited to the period from November 15 to January 31. Owner's Council shall have any exterior decorations left on the outside of buildings after January 31 removed with the cost of such removal borne by the Owner of the unit.

4. PROPERTY

- 4.1 **General.** No one shall cause damage to buildings, fences, trees, plants, bushes, flowers, or lawns. No one shall leave chairs, tables, children's pools or any other objects on lawns or grounds overnight, as doing so could damage the grounds, prevent growth of lawns, or present a safety hazard. Any damage to siding (e.g., from barbecues, nails, adhesives) will result in repair costs being assessed to the Owner of the unit.

- 4.2 **Planting in Common Areas.** Any plants that interfere with the landscaper's machinery will be removed.

Garden Expansions. The garden area situated immediately under the kitchen window of a unit is for the exclusive use of the Resident(s) in that particular unit. Any extension of this area requires prior written approval of Owner's Council. Any expansion of planting on Common Property, whether flowers, trees or shrubs, requires written approval of Owner's Council to ensure that the wishes and concerns of the majority of Residents in the area are respected.

Trees and Shrubs. No tree or shrub may be planted without prior written permission of Owner's Council owing to the extensive root systems of this type of vegetation and the fact that Pacific Village I has a network of underground services (water lines, sewer pipes, storm drains, power and cablevision lines, sprinkler systems, etc.). As a general guide, no tree or shrub should be planted any closer than 1.5 metres from any building, wall or structure.

- 4.3 **External Maintenance.** Except in an emergency, all requests for exterior maintenance shall be made in writing to the Owner's Council, using the Maintenance Request form provided, and dropped in the Recreation Centre mail slot on the south side of the building. For emergencies **ONLY**, please call the number provided by the Management Agency.

5. DISTURBANCES

- 5.1 Residents are responsible for anyone they admit onto Pacific Village I property.
- 5.2 No Resident or guest of a Resident shall engage in or permit undue noise or disturbances between the hours of 11:00 pm and 9:00 am Sunday through Saturday.
- 5.3 Residents shall not permit any occupant of their unit, or any guest, or any pet, to make extraordinary noise or disturbance at any time within the unit or on Common Property. This includes the use of instruments, radios, stereos, television or other such devices.
- 5.4 Residents and/or their guests shall not unreasonably interfere with the rights of other Residents to use and enjoy their unit, common assets or Common Property, either by their actions or in any other manner that create a nuisance to other Residents including the distribution or posting anywhere on Pacific Village I property of any memos, letters or other notices. Such actions are deemed to be a nuisance, and infractions that have been documented and found by a quorum of Owner's Council to represent a nuisance shall result in an immediate fine (see 10.5).
- 5.5 Carpentry, or other similar alterations, shall be limited to the hours between 9:00 am and 7:00 pm, Sunday through Saturday.
- 5.6 Residents and/or visitors shall not play with balls, bats, sticks, Frisbees, hockey pucks, or variations thereof, anywhere on Common Property, with the following consideration and exception:
Children may play with small, soft foam balls (such as Nerf balls) or with beach balls, only when an adult is directly supervising and their play is confined to the area directly in front of the supervising adult's unit.

6. PETS

- 6.1 All pets, including exotic pets, are required to be registered with Owner's Council. Dogs and cats must wear identification while they are on Pacific Village I Common Property and are subject to the Songhees Nation animal control bylaws.
- 6.2 All pet Owner's are fully responsible and liable for their pets' behaviour, and for keeping their pet or pets under control at all times. **All dogs must be on a hand-held leash when outdoors on Pacific Village I Common Property.** Any unidentified problem animals at large may be taken to the SPCA. Pets are not permitted in the Recreation Centre at any time. Residents are fully responsible and liable for pets belonging to their visitors.
- 6.3 All dog Owner's are responsible for the collection and proper disposal of their dogs' droppings. As these may constitute a health hazard, dog Owner's who neglect to clean up their dogs' droppings are subject to the fine system immediately without additional warning (*see Rule #10.5*). All droppings and litter are to be securely tied in plastic bags before being deposited in the garbage dumpsters. No grass will be cut where such droppings are found (for the health and safety of landscaping crews).
- 6.4 Disputes involving pets, which cannot be resolved by the parties involved, may be directed to Owner's Council for mediation. Repeat offenders are subject to being fined (See Dispute/Mediation #9).
- 6.5 Pets shall not be tied at any time to any Common Property fixtures including fences, patio posts, lawn stakes, trees or shrubs.

7. PARKING/VEHICLES

- 7.1 Each Owner within Pacific Village I shall have the use of one (1) assigned numbered parking stall. Depending on availability, additional parking spaces may be assigned upon written request to Owner's Council, at a monthly rate to be set by Owner's Council from time to time.
- 7.2 **Visitor Parking spaces are for visitors only and can be used for no more than six (6) hours.** No resident owner, renter, or other resident shall park in Visitor Parking at any time. A contracted independent towing firm will tow or clamp any unauthorized vehicles at the vehicle owner's expense.

PARKING/VEHICLES CONT'D

- 7.3 Only private passenger vehicles may be parked on Common Property, and must be currently licensed, insured, and in operative condition.
- 7.4 No other motor vehicle, commercial vehicle, trailer, camper, boat, or equipment of any kind shall be parked on Common Property without written approval of Owner's Council, with the exception of Emergency Vehicles, contracted gardener's vehicles, or moving vans while loading or unloading. Any other vehicle parked in contravention of the foregoing, particularly in NO Parking Zones, will be removed at the vehicle owner's expense.
- 7.5 No motor vehicles shall be driven anywhere on any part of Common Property other than driveways, without the approval of Owner's Council.
- 7.6 Only minor repairs or adjustments to vehicles or other mechanical equipment may be carried out on Common Property.
- 7.7 Idling of vehicle engines shall be kept to a maximum of two (2) minutes.

8. ALTERATIONS

- 8.1 All Owners, prior to making any exterior modifications, must contact Owner's Council for written approval before any work begins. No prior permission is required for any internal non-structural renovations. However, Owner's and/or Residents planning any interior renovations involving cutting of studs or solid structures are strongly advised to consult with the Property Management Agency prior to such renovations.
- 8.2 Unit Owners assume all financial and legal responsibility for any and all alterations, renovations, and/or modifications they make to their units from the time these changes are made and for all time forward. This includes any interior modifications affecting the integrity of the building.
- 8.3 Owners who sell a unit must make disclosure to the new Owner of any and all alterations, renovations, and the new Owner shall assume all responsibilities as outlined in 8.2 above.

9. DISPUTES AND MEDIATION

9.1 Disputes Between Neighbours: Complaint Procedure

(a) Step One: The first step in resolving a dispute or disagreement is for the parties involved to discuss the matter between themselves. However, a complainant who is hesitant about speaking to the other party may ask one of the members of Owner's Council for assistance. If the results of this action are not satisfactory, step two should be implemented.

(b) Step Two: The complainant will contact the Property Management Agency, who will, in turn inform Owner's Council. Owner's Council will then designate an impartial member of Council to act as mediator between the two parties. If there is no resolution, step three should be implemented.

(c) Step Three: The complainant will make a formal complaint in writing (signed and dated) to the Property Management Agency using an Incident Report Form. All Incident Reports are kept confidential. Once the Form is received, the Property Management Agency will formally investigate the matter and will advise the complainant as to what action may have to be taken by either party or both parties to resolve the situation. If there is no resolution, step four should be implemented.

(d) Step Four: The complainant will obtain another Incident Report Form and make a second formal complaint in writing. Once received, the Property Management Agency shall enlist the assistance of the Owner's Council to consider one of two options:

- (1) a voluntary dispute resolution;
- (2) a fine or formal hearing.

- 9.2 **Voluntary Dispute Resolution:** Owner's Council will refer the dispute to a Dispute Resolution Committee if the following applies:

Disputes and Mediation Cont'd

- (a) all the parties to the dispute consent, and
- (b) the dispute involves a contravention of the Rules and Regulations.

A Dispute Resolution Committee shall consist of the following:

- (a) three (3) persons, comprising one (1) Owner or Tenant of Pacific Village I nominated by each of the disputing parties, and one (1) Owner or Tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.

The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute. All parties must agree that the outcome of the hearing shall be binding on both parties.

9.3 **Formal Hearing:** Owner's Council will offer the persons involved in the dispute to appear before Owner's Council. If the offer is refused, Owner's Council will consider the imposition of a fine. If a formal hearing is scheduled, Owner's Council and a member of the Property Management Agency will inform the involved parties, including Owner's of rental units, in writing of the following:

- (a) the time and place of the hearing
- (b) the nature of the complaint and reasons why the behaviour is unacceptable
- (c) that each party is entitled to bring witnesses and/or any affidavits and
- (d) that the outcome (ruling) of the hearing shall be final and binding upon both parties.

10. FINES FOR CONTRAVENTIONS OF THE RULES AND REGULATIONS

- 10.1 Any Resident accused of an infraction must receive details of the complaint before being fined, unless such infraction is considered to be a "repeat offence." All fines levied must have prior approval of a quorum of Owner's Council. Repeat infractions, duly documented, shall result in additional fines based on the premise that prior notification of an infraction has already been given at a previous occurrence of an infraction.
- 10.2 Any Resident accused of an infraction of the Rules and Regulations will be given an opportunity to contest a fine levied, in writing and may be heard by Owner's Council before action is taken against the Resident.
- 10.3 Confirmed and documented offences representing infractions of Pacific Village I Rules and Regulations shall be dealt with in the following manner:
- First Offence** -- a letter of warning to the offender.
 - Second Offence** -- a second letter of warning indicating that a \$50.00 fine is pending should a third offence occur. A copy of this warning will be given to Owner's Council.
 - Third Offence** -- a \$50 fine, payable on the first day of the following month
 - Repeat Offences** -- a \$100.00 fine for each infraction thereafter.
- 10.4 Recurring fines shall be imposed for continuing contravention of Rules and Regulations until such time as the contravention of the Rules and Regulations has ended.
- 10.5 The following considerations and exceptions to Rule #10.3 are fines imposed for infractions of Rules #2.3, #5.4 and # 6.3. **In these cases, fines will be imposed immediately with no letters of warning.**
- 10.6 The interest charges as described below in Section 12 shall apply to unpaid fines as well.

11. NON-PAYMENT OF FEES

- 11.1 **Types of Fees:** All Owner's are legally bound by the terms of the sublease to pay Common Fees which includes rent (rent payable for the land lease), and operating expenses (to maintain Pacific Village I), and from time to time, special assessments. Common Fees are due on or before the first of every month.
- 11.2 **Non-Payment of Fees:** Any Owner in arrears in paying Common Fees will be subject to the following:

Legal Action - Termination of Sublease:

If an Owner's balance of account exceeds \$1,500.00 because the Owner has failed to pay common fees, interest, fines, or any other amount due to Pacific Village I in accordance with rule # 11.1 of these Rules and Regulations, the Property Management Agency is authorized to refer the matter to a Legal Firm, to proceed with legal action as stipulated in the Pacific Village I Sublease. Owner's Council shall be informed in writing of the exact nature of the arrears and a registered letter shall be sent to the Owner specifying that he/she has fifteen (15) days from the date of the letter to pay the full amount of the arrears plus any and all fees associated with the recovery of the outstanding amounts. Failure to comply with this demand shall result in the initiation of the termination of the subsequent Sublease.

- 11.3 **Special Assessment Schedule:**

From time to time, the Pacific Village I Owner's Society may authorize a Special Assessment to cover major repairs or maintenance such as roof replacement, or any other major expense, if the contingency fund is inadequate to provide for such expenses. The provisions of this rule, # 11.3, will supersede rule # 11.2 of these Rules and Regulations until any sub clause hereunder shall expire or be replaced.

During 2009, an agreement was reached with the Department of Indian Affairs and Northern Development to pay a substantial sum for land lease which had been disputed. All Owners have been given a schedule specifying the proportionate amount owed for each unit, which may be paid monthly.

(a) An Owner whose balance of account exceeds \$4,500.00 at anytime during 2009 will receive a registered letter from the Property Management Agency advising the Owner they will have fifteen (15) days to reduce their account balance below \$3,000.00. Should the account owing not be reduced below \$3,000.00 within the fifteen (15) days allotted, the payment of the FULL amount owing will be forwarded to a Legal Firm for collection, and may result in the initiation of the termination of the subsequent Sublease. All added costs to deal with such collections will be the responsibility of the Owner. (a) expires 2009-12-31.

(b) An Owner whose balance of account exceeds \$3,500.00 at anytime during 2010 will receive a registered letter from the Property Management Agency advising the Owner they will have fifteen (15) days to reduce their account balance below \$2,500.00. Should the account owing not be reduced below \$2,500.00 within the fifteen (15) days allotted, the payment of the FULL amount owing will be forwarded to a Legal Firm for collection, and may result in the initiation of the termination of the subsequent Sublease. All added costs to deal with such collections will be the responsibility of the Owner. (b) expires 2010-12-31.

(c) An Owner whose balance of account exceeds \$1,500.00 at anytime during 2011 and thereafter will receive a registered letter from the Property Management Agency advising the Owner they will have fifteen (15) days to reduce their account balance to \$0.00. Should the account owing not be reduced to \$0.00 within the fifteen (15) days allotted, the payment of the FULL amount owing will be forwarded to a Legal Firm for collection, and may result in the initiation of the termination of the subsequent Sublease. All added costs to deal with such collections will be the responsibility of the Owner.

12. INTEREST CHARGES

All Common Fees, fines or any other amounts payable to Pacific Village I that remain in arrears thirty (30) days after they are due, are subject to interest charges at the rate of twelve (12) per cent per annum.

13. ANNUAL GENERAL MEETING PROCEDURE

- 13.1 The Annual General Meeting of the Pacific Village 1 Pacific Village 1 Owner's Society shall be held once a year with no more than Thirteen (13) months elapsing between such meetings.
- 13.2 A quorum is Three (3) members present or a greater number that the members may determine at a General Meeting
- 13.2 Only registered members of the Pacific Village 1 Owner's Society shall be entitled to receive notification of an Annual General Meeting.
- 13.3 Only registered members of the Pacific Village 1 Owner's Society shall be entitled to vote at an Annual General Meeting.
- 13.4 No registered member of the Pacific Village 1 Owner's Society shall be entitled to speak, vote or participate at an Annual General Meeting without first registering by means of signing the Annual General Meeting sign in sheet.
- 13.5 Any registered member of the Pacific Village 1 Owner's Society who is in arrears with monthly common fees, late charges or fines at the time of the Annual General Meeting shall not be entitled to vote at an Annual General Meeting.
- 13.6 The existing Council shall resign at the time of the Annual General Meeting and a new Council shall be elected as per the instructions outlined in the Pacific Village 1 Owner's Society Certificate of Incorporation. Separate elections shall be held for each office to be filled.
- 13.7 The number of directors on Council shall be at least Three (3) and no more than Five (5).
- 13.8 The budget for the coming fiscal year shall be approved by resolution to be passed by a majority vote at an Annual General Meeting.

14. SEVERABILITY CLAUSE

The provisions hereof shall be deemed independent and severable. The invalidity in whole or in part of Any Rule or Regulation does not affect the validity of the remaining Rules and Regulations which shall continue in full force and effect as if such invalid portion had never been included.